

IN THE CIRCUIT COURT OF FRANKLIN COUNTY  
STATE OF MISSOURI

|                                  |   |            |
|----------------------------------|---|------------|
| PLASTIC FILM CORPORATION         | ) |            |
|                                  | ) |            |
| Plaintiff,                       | ) |            |
|                                  | ) |            |
| vs.                              | ) |            |
|                                  | ) | Cause No.: |
| TIMOTHY M. ROEWE                 | ) |            |
| Serve at:                        | ) |            |
| 1100 Stafford Street – Suite 200 | ) |            |
| Washington, MO 63090             | ) |            |
|                                  | ) | Division.: |
| and                              | ) |            |
|                                  | ) |            |
| LONA ROEWE                       | ) |            |
| Serve at:                        | ) |            |
| 1100 Stafford Street – Suite 200 | ) |            |
| Washington, MO 63090             | ) |            |
|                                  | ) |            |
| and                              | ) |            |
|                                  | ) |            |
| NIANGUA FALLS RESORT, LLC        | ) |            |
| Serve at:                        | ) |            |
| Reg. Agent: Timothy M. Roewe     | ) |            |
| 1100 Stafford Street – Suite 200 | ) |            |
| Washington, MO 63090             | ) |            |
|                                  | ) |            |
| and                              | ) |            |
|                                  | ) |            |
| DAC, INCORPORATED                | ) |            |
| Serve at:                        | ) |            |
| Registered Agent:                | ) |            |
| Robert A. Zick                   | ) |            |
| 438 West Front Street            | ) |            |
| Washington, MO 63090             | ) |            |
|                                  | ) |            |
| Defendants.                      | ) |            |
|                                  | ) |            |

**PETITION FOR FRAUD, FRAUDULENT CONVEYANCE,  
TO ENFORCE ACTION ON ACCOUNT, QUANTUM MERUIT,  
STATEMENT ON ACCOUNT**

COMES NOW Plaintiff, Plastic Film Corporation, by and through its attorneys,  
Richard K. Dowd, and for its cause of action against Defendants, alleges and states as  
follows:

**COUNT I**  
**Fraud**

1. Plaintiff Plastic Film Corporation (hereinafter known as "PFC") is an Illinois corporation in good standing with the Secretary of State.
2. Defendant Timothy M. Roewe is a resident of the State of Missouri. Mr. Roewe can be served at 1100 Stafford Street Suite 200 Washington, MO 63090.
3. Defendant Lona Roewe is a resident of the State of Missouri. Mrs. Roewe can be served at 1100 Stafford Street Suite 200 Washington, MO 63090.
4. Defendant Niangua Falls Resort is a Missouri corporation in good standing with the Secretary of State of the State of Missouri.
5. Defendant DAC Incorporated (hereinafter known as "DAC") is a Missouri corporation in good standing with the Secretary of State of the State of Missouri.
6. Jurisdiction and venue are proper in this Court pursuant to R.S.M.o §508.010.
7. At all times relevant hereto Plaintiff and Defendants entered into negotiations for the sale of goods from Plaintiff to Defendants. At the time of the negotiations, Defendants represented to plaintiff that in exchange for the goods set forth on Exhibit 1 and 2 attached hereto and incorporated as if fully set forth herein, they would pay \$39,990.46.

8. When Defendants made the representations described in paragraph 7 of this petition, Defendants knew those representations to be false and made them with the intent to induce plaintiff to deliver the goods described above.

9. Plaintiff believed Defendants' representations described in paragraph 8 of this petition to be true and Defendants gave plaintiff no reason to believe that they were false. Plaintiff relied on said representations and delivered goods to the Defendants. Plaintiff had a right to rely on said representations.

10. Plaintiff has at all times performed the terms of the contract in the manner specified by the contract, specifically by delivering the product ordered.

11. Since January 6, 2017 Defendant failed to make payment and since that time has failed to pay or communicate with plaintiff or plaintiff's representatives in any way.

12. As a result of defendant's false representations, plaintiff has suffered consequential damages in the amount of \$39,990.46.

13. Defendant has refused to pay plaintiff and currently owes plaintiff in the principle amount of \$39,990.46.

14. In doing the acts set forth herein Defendants intended Plaintiff to rely on said representations set forth in this petition, defendant acted with oppression, fraud, and malice and plaintiff is entitled to punitive damages to make an example of and to punish defendant in addition to damages and other relief requested in this petition.

WHEREFORE, Plaintiff prays for judgment against Defendants in the amount of the principle sum \$39,990.46, interest, punitive damages attorney's fees and court costs,

and for such other and further relief as the court deems just and proper the premises considered.

## COUNT II

### Petition to Set Aside Fraudulent Conveyance by Defendants

COMES NOW Plaintiff PFC, and for Count II of its Petition against Defendants and pursuant to the provisions of §428.005 to 428.059, states as follows:

15. Plaintiff adopts and incorporates herein by reference Paragraphs 1 through 14 of their Petition as if fully set forth herein.

16. Starting in 2016, up to the date of the filing of this Petition, Defendants have been debtors of the Plaintiff, said debt due and owing to Plaintiff as a result of the nature of Plaintiff's business being to sell supplies to the Defendants.

17. On or before January 6, 2015 and without knowledge, Defendants transferred substantial assets to Niangua Falls Resort, LLC.

18. Said transfer was made with the intent to hinder, delay or defraud Plaintiff.

19. At the time the transfer was made, no value was given.

WHEREFORE, Plaintiff prays the Court for judgment against Defendants and therein order as follows:

- a. A receiver be appointed over the real and personal property of Defendants;
- b. Defendants to account for any and all property received in the transfer;
- c. Enjoining Defendants from encumbering, disposing of or in any way interfering with the moneys lawfully owed and belonging to Plaintiff;

d. Direct the receiver to sell the real and personal property or so much as may be necessary to pay moneys lawfully owed and belonging to Plaintiff;

e. For the cost of this action, and for such other relief as the Court deems just.

f. Judgment against Defendant in the amount of \$39,990.46 interest, punitive damages attorney's fees and court costs, and for such other and further relief as the court deems just and proper the premises considered.

COUNT III  
Action on Account

COMES NOW Plaintiff PFC, and for Count III of its Petition against Defendants states as follows:

20. Plaintiff adopts and incorporates herein by reference Paragraphs 1 through 19 of their Petition as if fully set forth herein.

21. Defendant requested Plaintiff to furnish to Defendant goods including rolls of plastic sheeting.

22. Plaintiff accepted Defendant's request to supply goods for its business.

23. Plaintiff requested and was paid on some of the invoices submitted to Defendants. See Exhibits 1 and 2. (A copy of which are attached hereto and incorporated by reference.)

24. Defendants have never objected to any invoices Plaintiff has provided to Defendants.

25. Plaintiff's charges are reasonable.

26. After set off of payments, Defendants owe Plaintiff \$39,990.46 with interest thereas since the date of invoice plus 90 days.

27. Defendants have refused to pay to Plaintiff the charges for the product.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of \$39,990.46, interest, punitive damages attorney's fees and court costs, and for such other and further relief as the court deems just and proper the premises considered.

COUNT IV  
Petition on Quantum Meruit

COMES NOW Plaintiff PFC, and for Count IV of its Petition to Enforce Quantum Meruit against Defendants, states as follows:

28. Plaintiff adopts and incorporates as fully set forth herein by reference, paragraphs 1 through 27 of their Petition as if fully set forth herein.

29. Upon request by Defendants, Plaintiff provided goods which enhanced Defendant's business.

30. The goods supplied by Plaintiff were accepted by Defendants.

31. The goods furnished by Plaintiff to Defendants were for the use and benefit of Defendants.

32. The fair and reasonable value of the goods furnished by Plaintiff to Defendants in the amount of \$39,990.46 has not been paid.

33. Defendants refuse to pay the balance due and there remains a balance now due on said account in the sum of \$39,990.46 together with the interest since January 6, 2015, at the rate of 9% per annum.

WHEREFORE, Plaintiff prays judgment against Defendant in the amount of \$39,990.46, interest, punitive damages attorney's fees and court costs, and for such other and further relief as the court deems just and proper the premises considered.

COUNT V  
PETITION ON ACCOUNT STATED

COMES NOW Plaintiff PFC, and for Count V of its Petition against Defendants, alleges and states as follows:

34. Plaintiff adopts and incorporates as fully set forth herein by reference Paragraphs 1 through 33 of their Petition as if fully set forth herein.

35. During the period of January 6, 2015 through December, 2016, Plaintiff sold on account to Defendants certain goods including rolls of plastic sheeting.

36. Starting in January 6, 2015, Plaintiff delivered numerous statements of account to Defendants, a copy of which are attached hereto as Plaintiff's Exhibits 1 and 2, and Defendants did not object to the balance stated.

37. Defendants have made partial payment on the invoices.

38. Defendants have refused to pay the balance due and there remains a balance now due on said account in the sum of \$39,990.46 together with interest since January 19, 2016, at the rate of 9% per annum.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of \$39,990.46, interest, punitive damages attorney's fees and court costs, and for such other and further relief as the court deems just and proper the premises considered.

By: /s/ Richard K. Dowd  
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